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November 14, 2007

Marlene H. Dortch
Secretary
Federal Communications Commission
236 Massachusetts Avenue, NE
Suite 110
Washington, D.C. 20002

FILED/ACCEPTED

NOV 14 2007

Federal Communications Commission
Office of the Secretary

RE: Answers to Request for Admissions, Business Options, Inc.; EB Docket No. 07-197

Dear Madame Secretary:

Enclosed for filing on behalf of parties Kurtis J. Kintzel, Keanan Kintzel, and all other Entities by which they do business before the Federal Communications Commission, is the original and 6 copies of the Answers to the Enforcement Bureau's Request for Admission of Facts and Genuineness of Documents to Business Options, Inc., in the above-referenced matter.

Sincerely,

Catherine Park, Esq.

Catherine Park, Esq.

Enclosures: Original + 6 Copies

No. of Copies rec'd 0 + 6
List ABCDE

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)

Kurtis J. Kintzel, Keanan Kintzel, and all)
Entities by which they do business before the)
Federal Communications Commission)

Resellers of Telecommunications Services)

To: Presiding Officer, Richard L. Sippel)
(Chief ALJ))

EB Docket No. 07-197

FILED/ACCEPTED

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Federal Communications Commission
Office of the Secretary

**ANSWERS TO ENFORCEMENT BUREAU'S REQUEST FOR ADMISSION OF FACTS
AND GENUINENESS OF DOCUMENTS TO BUSINESS OPTIONS, INC.**

The party, by his undersigned counsel, hereby answers the Request for Admissions and Genuineness of Documents propounded by the Enforcement Bureau as follows:

- a. The information supplied in these Answers is true to the best of the party's knowledge, information, and belief;
- b. The word usage and sentence structure may be those of the attorney who in fact prepared these Answers and does not purport to be that of the executing party; and
- c. Discovery is not complete; the party reserves the right to supplement its Answers if additional information comes to its attention.

Answers

1. "BOI operated as a common carrier under Title II of the Act during the period

February 11, 2004 through November 2006.”

Answer: Objection; the question is improper. It asks the party to draw a legal conclusion, although questions of law are to be decided by the Presiding Officer (Chief ALJ Richard L. Sippel), and burdens of production and proof are on the Enforcement Bureau. The party also objects to the question because it is purportedly directed to “BOI,” but the definition of “BOI” provided by the Enforcement Bureau encompasses companies and entities clearly outside the reasonable range of a question purportedly directed to Business Options, Inc., the corporation. By providing such an unreasonably broad definition of “BOI,” the Enforcement Bureau seems to assume that it is entitled to pierce the corporate veil without pleading and proving the same. The Enforcement Bureau defines “BOI” as “Business Options, Inc., any affiliate, d/b/a, predecessor-in-interest, parent company, wholly or partially owned subsidiary, successor-in-interest or other affiliated company or business, including but not limited to, Avatar, Buzz Telecom and US Bell, and all directors, officers, employees, shareholders or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period February 11, 2004 through the present, unless otherwise noted.” The Order to Show Cause, FCC 07-165, does not allege specific facts that would justify corporate veil-piercing under existing law, and does not even allege that it is seeking to establish that Business Options, Inc., is a sham corporate entity. Thus the inclusion of Business Options, Inc.’s affiliates, parent companies, subsidiaries, etc., in the definition of “BOI” is improper.

2. “BOI has operated as a common carrier under Title II of the Act during the period December 2006 through the present.”

Answer: Objection; the question is improper. It asks the party to draw a legal conclusion, although questions of law are to be decided by the Presiding Officer (Chief ALJ

Richard L. Sippel), and burdens of production and proof are on the Enforcement Bureau. The party also objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

3. “BOI entered into a consent decree with the Commission dated on or about February 13, 2004 (the “Consent Decree”) in connection with a proceeding under EB Docket No. 03-85.”

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

4. “The Companies are signatories to the Consent Decree.”

Answer: Objection; the Consent Decree states in the first paragraph that it is entered into by the Commission and Business Options, Inc., and does not mention the other companies, thus the question whether the other companies are “signatories” is a matter of law. The question asks the party to draw a legal conclusion, although questions of law are to be decided by the Presiding Officer (Chief ALJ Richard L. Sippel), and burdens of production and proof are on the Enforcement Bureau. The party also objects because the question is directed to “the Companies” (which the Enforcement Bureau defines as “BOI, Buzz, Avatar and US Bell, or any one of those entities”), and the party objects to the definitions of “BOI,” “Buzz,” “Avatar,” and “US Bell” for the same reasons stated in the Answer to question 1 with respect to the definition of “Buzz.”

Denied, with respect to Avatar Enterprises, Inc., which cannot be bound by the 2004 Consent Decree because **Avatar Enterprises, Inc., never sold telecommunications services or telephone service, and should never have been subject to FCC oversight.** To the extent that the 2004 Consent Decree suggests that Avatar Enterprises, Inc., ever acted as a carrier or

telecommunications provider or reseller, the Consent Decree contains incorrect information. Avatar Enterprises, Inc., cannot be bound by the Consent Decree, because that would permit the FCC to exceed its subject matter jurisdiction, in derogation of the Communications Act of 1934. (Subject matter jurisdiction, unlike personal jurisdiction, can be raised at any time, even for the first time on appeal.)

5. “BOI operated as a reseller of long-distance telecommunications service during the period February 11, 2004 through November 2006.”

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

6. “BOI has operated as a reseller of long-distance telecommunications service during the period December 2006 through the present.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The corporation billed no customers after November 2006. The “BOI” trade name was sold in an Asset Purchase Agreement to UMCC Holdings on December 1, 2006, and superseded by an Asset Purchase Agreement dated December 11, 2006. Any customer complaints against BOI after November 2006 probably refer to the actions of UMCC Holdings, operating as “BOI.” The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

7. “BOI has had no employees during the period February 11, 2004 though the present.”

Answer: Can neither admit nor deny, with respect to Business Options, Inc., without doing an internal accounting review. The party objects to the definition of “BOI” provided by

the Enforcement Bureau, as stated in the Answer to question 1.

8. "Kurtis J. Kintzel has been Chairman of the Board of BOI from February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of "BOI" provided by the Enforcement Bureau, as stated in the Answer to question 1.

9. "Kurtis J. Kintzel is BOI's President."

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of "BOI" provided by the Enforcement Bureau, as stated in the Answer to question 1.

10. "Kurtis J. Kintzel has been BOI's President during the period February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of "BOI" provided by the Enforcement Bureau, as stated in the Answer to question 1.

11. Kurtis J. Kintzel holds a 72 percent equity interest in BOI.

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of "BOI" provided by the Enforcement Bureau, as stated in the Answer to question 1.

12. "Kurtis J. Kintzel has held a majority equity interest in BOI from February 11, 2004 through the present."

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of "BOI" provided by the Enforcement Bureau, as stated in the Answer

to question 1.

13. “Keanan Kintzel is BOI’s Secretary/Treasurer.”

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

14. “Keanan Kintzel has been BOI’s Secretary/Treasurer during the period February 11, 2004 through the present.”

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

15. “Keanan Kintzel holds a 26 percent equity interest in BOI.”

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

16. “Kurtis J. Kintzel and Keanan Kintzel are brothers.”

Answer: Objection; the question is irrelevant. The Order to Show Cause does not allege any facts that would make such question relevant.

17. “BOI has had its business headquarters at 8380 Louisiana Street, Merrillville, Indiana from February 11, 2004 through the present.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

18. “BOI received a letter dated December 20, 2006 from Trent B. Harkrader, Deputy

Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission (“LOI”) seeking documents and information from BOI.”

Answer: Partially admitted and partially denied, with respect to Business Options, Inc. The LOI was received by fax, but it was incomplete. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

19. “Buzz was an affiliate of BOI during the period February 11, 2004 through the present.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

20. “Avatar was an affiliate of BOI during the period February 11, 2004 through the present.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

21. “U.S. Bell and its successor, Link Technologies, were affiliates of BOI during the period February 11, 2004 through the present.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

22. “Pursuant to paragraph 15 of the Consent Decree, BOI agreed to make a voluntary contribution to the Commission in the amount of \$510,000, payable in forty-eight (48) monthly installments.

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

23. “Pursuant to paragraph 15 of the Consent Decree, the Companies agreed to make a voluntary contribution to the Commission in the amount of \$510,000, payable in forty-eight (48) monthly installments.

Answer: Objection; the question is improper. It asks the party to draw a legal conclusion, although questions of law are to be decided by the Presiding Officer (Chief ALJ Richard L. Sippel), and burdens of production and proof are on the Enforcement Bureau. The party also objects to the definition of “Companies” provided by the Enforcement Bureau, as stated in the Answer to question 4.

24. “BOI has not made all monthly payments toward the voluntary contribution due under the terms of the Consent Decree.”

Answer: With respect to Business Options, Inc., can neither admit nor deny until an internal review of financial records and data can be done to determine what was owed, how much has been paid, and when payments were made. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

25. “The Companies have not made all monthly payments toward the voluntary contribution due under the terms of the Consent Decree.”

Answer: Objection; the question is improper. It asks the party to draw a legal conclusion, although questions of law are to be decided by the Presiding Officer (Chief ALJ Richard L. Sippel), and burdens of production and proof are on the Enforcement Bureau. The party also objects to the definition of “Companies” provided by the Enforcement Bureau, as

stated in the Answer to question 4.

26. “BOI failed to make the payment toward the \$510,000 voluntary contribution that was due in June 2005.”

Answer: With respect to Business Options, Inc., can neither admit nor deny until an internal review of financial records and data can be done to determine what was owed, how much has been paid, and when payments were made. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

27. “The Companies failed to make the payment toward the \$510,000 voluntary contribution that was due in June 2005.”

Answer: Objection; the question is improper. It asks the party to draw a legal conclusion, although questions of law are to be decided by the Presiding Officer (Chief ALJ Richard L. Sippel), and burdens of production and proof are on the Enforcement Bureau. The party also objects to the definition of “Companies” provided by the Enforcement Bureau, as stated in the Answer to question 4.

28. “BOI failed to make the payments toward the \$51,000 voluntary contribution that were due in each of August 2005 through August 2006.”

Answer: With respect to Business Options, Inc., can neither admit nor deny until an internal review of financial records and data can be done to determine what was owed, how much has been paid, and when payments were made. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

29. “The Companies failed to make the payments toward the \$51,000 voluntary contribution that were due in each of August 2005 through August 2006.”

Answer: Objection; the question is improper. It asks the party to draw a legal

conclusion, although questions of law are to be decided by the Presiding Officer (Chief ALJ Richard L. Sippel), and burdens of production and proof are on the Enforcement Bureau. The party also objects to the definition of “Companies” provided by the Enforcement Bureau, as stated in the Answer to question 4.

30. “BOI has made no payments toward the \$510,000 voluntary contribution since its May 2006 installment payment.”

Answer: With respect to Business Options, Inc., can neither admit nor deny until an internal review of financial records and data can be done to determine what was owed, how much has been paid, and when payments were made. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

31. “The Companies have made no payments toward the \$510,000 voluntary contribution since its May 2006 installment payment.”

Answer: Objection; the question is improper. It asks the party to draw a legal conclusion, although questions of law are to be decided by the Presiding Officer (Chief ALJ Richard L. Sippel), and burdens of production and proof are on the Enforcement Bureau. The party also objects to the definition of “Companies” provided by the Enforcement Bureau, as stated in the Answer to question 4.

32. “In November 2006, BOI discontinued service to all customers in each state where it had been providing service.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

33. “Prior to discontinuing service in November 2006 to all customers in each state

where it had been providing services, BOI failed to request and obtain authorization from the Commission to do so.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

34. “Prior to discontinuing service in November 2006 to all customers in each state where it had been providing services, BOI failed to request and obtain authorization from the applicable state public utility commission to do so.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

35. “Prior to discontinuing service in November 2006 to all customers in each state where it had been providing services, BOI did not notify its customers that service would be discontinued.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

36. “BOI has made no payment toward its Telecommunications Relay Service (“TRS”) obligations since December 27, 2004.

Answer: With respect to Business Options, Inc., can neither admit nor deny until an internal review of financial records and data can be done to determine what was owed, how much has been paid, and when payments were made. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

37. “BOI has made no payment toward its TRS debt that was transferred to the Commission per the Debt Collection Improvement Act.”

Answer: Objection; the question is improper because it does not allege the amount of the TRS debt transferred per the Debt Collection Improvement Act, the circumstances surrounding such transfer, and is too vague to be answered. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

38. “BOI did not provide to the Bureau verification tapes associated with ten slamming complaints received by the Commission, as required by the LOI and a follow-up request from the Bureau.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

39. “BOI did not provide to the Bureau a list of complaints received by Buzz from May of 2006 through December 20, 2006, as required by the LOI.”

Answer: Objection; the question is improper. The Order to Show Cause does not allege that the two entities are the same, and does not allege specific facts that would justify veil-piercing under existing law. The question assumes that the Enforcement Bureau is entitled to pierce the veil without pleading and proving the same.

40. “BOI did not provide to the Bureau verification tapes associated with complaints received by Buzz from May 2006 through December 20, 2006, as required by the LOI.”

Answer: Objection; the question is improper. The Order to Show Cause does not allege that the two entities are the same, and does not allege specific facts that would justify veil-piercing under existing law. The question assumes that the Enforcement Bureau is entitled to

pierce the veil without pleading and proving the same.

41. “Attachment A is a true and accurate copy of the Consent Decree.”

Answer: Partially admitted and partially denied. The parties involved executed the document in counterparts. Denied that Attachment A is a true and accurate copy because it is missing the final order which determines the effective date spoken about in the Consent Decree. Since the order only becomes part of the record on the effective date, the final order is necessary to determine whether it is a true and accurate copy.

42. “The signature that appears on Attachment A on behalf of Business Options, Inc., U.S. Bell, Inc./Link Technologies, Buzz Telecom Corporation and Avatar Enterprises, Inc., belongs to Kurtis J. Kintzel.

Answer: Admitted.

43. “Kurtis J. Kintzel had authority to sign the document that appears as Attachment A on behalf of BOI.”

Answer: Admitted.

44. “Attachment B is a true and accurate copy of a letter, dated December 20, 2006 from Trent B. Harkrader, Deputy Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, to Kurtis J. Kintzel, Business Options, Inc.”

Answer: Objection; the question is improper, since it seems to ask the party to authenticate the document, although the party has no firsthand knowledge whether the document is authentic or not. The question probably should be directed to Mr. Harkrader.

45. “BOI received a copy of Attachment B on or about December 20, 2006.”

Answer: Partially admitted and partially denied, with respect to Business Options, Inc. A fax was received by Business Options, Inc., on or near December 20, 2006, but it was

incomplete, as there were no attachments as listed in the LOI. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

46. “Attachment C is a true and accurate copy of BOI’s response, dated January 17, 2007, to the LOI (Attachment B hereto), without attached documents.”

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

47. “One or more officers of BOI personally prepared the document which is appended hereto as Attachment C.”

Answer: Admitted, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

48. “One or more officers of BOI personally reviewed the document which is appended hereto as Attachment C for truthfulness, completeness, and correctness before it was filed with the Commission.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

49. “Attachment D is a true and accurate copy of the declaration of Kurtis Kintzel dated February 9, 2007.”

Answer: Denied. Attachment D is the declaration of Kurtis J. Kintzel, President, Buzz Telecom Corporation. The Order to Show Cause does not allege any facts that would justify veil-piercing under existing law, or otherwise would make the question relevant.

50. “One or more officers of BOI personally prepared the document which is appended hereto as Attachment D.”

Answer: Objection; the question is improper. Attachment D was not executed on behalf of Business Options, Inc. The Order to Show Cause does not allege any facts that would justify veil-piercing under existing law, or otherwise would make the question relevant.

51. “One or more officers of BOI personally reviewed the document which is appended hereto as Attachment D for truthfulness, completeness, and correctness before it was filed with the Commission.”

Answer: Objection; the question is improper. Attachment D was not executed on behalf of Business Options, Inc. The Order to Show Cause does not allege any facts that would justify veil-piercing under existing law, or otherwise would make the question relevant.

52. “The signature that appears on Attachment D belongs to Kurtis Kintzel.”

Answer: Partially admitted and partially denied. The signature belongs to Kurtis J. Kintzel, President, Buzz Telecom Corporation.

53. “At the time he signed Attachment D, Kurtis Kintzel was the Chief Executive Officer of BOI.”

Answer: Objection, because the question is irrelevant. Attachment D was not executed on behalf of Business Options, Inc. The Order to Show Cause does not allege any facts that would justify veil-piercing under existing law, or otherwise would make the question relevant.

54. “At the time he signed Attachment D, Kurtis Kintzel was the Chief Executive Officer of Buzz Telecom Corporation.”

Answer: Admitted.

55. “At the time Kurtis Kintzel signed Attachment D, Buzz Telecom was an affiliate

of BOI.”

Answer: Denied, with respect to Business Options, Inc., a corporation. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

56. “At the time Kurtis Kintzel signed Attachment D, Buzz Telecom shared common ownership with BOI.”

Answer: Can neither admit nor deny, with respect to Business Options, Inc. “Common ownership” is a vague term and needs to be defined.

57. “Attachment E is a true and accurate copy of an e-mail from Kurtis Kintzel, dated January 31, 2007, to Brian Hendricks.”

Answer: Admitted.

58. “Kurtis Kintzel personally prepared the e-mail which is appended hereto as Attachment E.”

Answer: Admitted.

59. “Kurtis Kintzel personally reviewed the e-mail which is appended hereto as Attachment E for truthfulness, completeness, and correctness before it was filed with the Commission.”

Answer: Denied.

60. “Attachment F is a true and accurate copy of an e-mail from Kurtis Kintzel, dated February 9, 2007, to Brian Hendricks.”

Answer: Admitted.

61. “Kurtis Kintzel personally prepared the document which is appended hereto as Attachment F.”

Answer: Admitted.

62. “Kurtis Kintzel personally reviewed the e-mail which is appended hereto as Attachment F for truthfulness, completeness, and correctness before it was filed with the Commission.”

Answer: Denied.

63. “Attachment G is a true and accurate copy of a bill, dated January 4, 2007, from the Federal Communications Commission, to Business Options, Inc.”

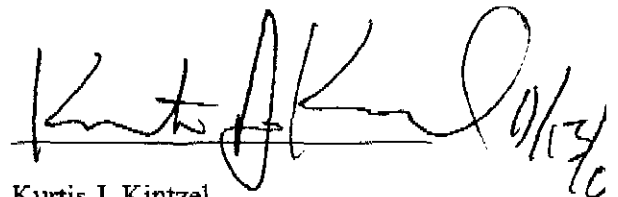
Answer: Objection; the question is improper, since it seems to ask the party to authenticate the document, although the party has no firsthand knowledge whether the document is authentic or not. The question probably should be directed to whoever prepared the bill.

64. “BOI received a copy of Attachment G on or about January 4, 2007.”

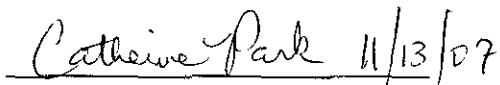
Answer: Can neither admit nor deny, with respect to Business Options, Inc. The party has no knowledge whether Attachment G was received or not. The party objects to the definition of “BOI” provided by the Enforcement Bureau, as stated in the Answer to question 1.

SWORN STATEMENT

I hereby declare under penalty of perjury that the information supplied in the foregoing Answers is true to the best of my knowledge, information, and belief. The word choice and sentence structure may be those of the attorney and does not purport to be that of the executing parties. Discovery is not complete; the parties reserve the right to supplement their Answers if additional information comes to their attention.

A handwritten signature in black ink, appearing to read 'Kurtis J. Kintzel', with a date '11/13/07' written to the right of the signature.

Kurtis J. Kintzel
President, Business Options, Inc.

A handwritten signature in black ink, appearing to read 'Catherine Park', with a date '11/13/07' written to the right of the signature.

Catherine Park, Esq. (DC Bar # 492812)
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Certificate of Service

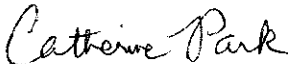
I HEREBY CERTIFY that a true and correct copy of the foregoing was sent for filing on this 14th day of November 2007, by hand delivery, to the following:

Marlene H. Dortch
Secretary
Federal Communications Commission
236 Massachusetts Avenue, NE
Suite 110
Washington, D.C. 20002

And served by U.S. Mail, First Class, on the following:

Richard L. Sippel, Chief Administrative Law Judge
Federal Communications Commission
445 12th Street, SW, Room 1-C861
Washington, D.C. 20554

Hillary DeNigro, Chief
Michele Levy Berlove, Attorney
Investigations & Hearings Division, Enforcement Bureau
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Catherine Park